

# Exhibit 36

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11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

14 ALCON ENTERTAINMENT, LLC,  
15 a Delaware Limited Liability  
16 Company,

17 Plaintiff,

18 v.

19 TESLA, INC., a Texas Corporation;  
20 ELON MUSK, an individual;  
21 WARNER BROS. DISCOVERY,  
22 INC., a Delaware Corporation;

23 Defendants.

CASE NO. 2:24-CV-09033-GW-RAO

**SECOND AMENDED COMPLAINT  
FOR:**

- 1) **DIRECT COPYRIGHT  
INFRINGEMENT [17 U.S.C. § 501]**
- 2) **VICARIOUS COPYRIGHT  
INFRINGEMENT [17 U.S.C. § 501]**
- 3) **CONTRIBUTORY COPYRIGHT  
INFRINGEMENT [17 U.S.C. § 501]**
- 4) **FALSE AFFILIATION AND/OR  
FALSE ENDORSEMENT [15  
U.S.C. § 1125(a)(1)(A)]**

**DEMAND FOR JURY TRIAL**

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SECOND AMENDED COMPLAINT

1 Plaintiff Alcon Entertainment, LLC (“Plaintiff” or “Alcon”), through its  
2 attorneys, hereby alleges its Second Amended Complaint (“SAC”) against  
3 defendants Tesla, Inc. (“Tesla”), Elon Musk (“Musk”), and Warner Bros. Discovery,  
4 Inc. (“WBDI”) (collectively, “Defendants” and each separately a “Defendant”):

5 **SUBJECT MATTER JURISDICTION**

6 1. The Court has federal question subject matter jurisdiction per 15  
7 U.S.C. § 1121(a), 28 U.S.C. §§ 1331 and 1338(a) and (b), and on the grounds that  
8 this is a civil action arising under the laws of the United States. Plaintiff seeks  
9 relief against all Defendants under the Copyright Act of 1976, as amended, 17  
10 U.S.C. §§ 101, *et al.* Plaintiff also seeks relief against Musk and Tesla under the  
11 Lanham Act, 15 U.S.C. §§ 1125(a)(1)(A), for conduct by Musk and Tesla in  
12 interstate commerce involving goods and services.

13 **NATURE OF THE ACTION**

14 2. WBDI entered into a business relationship with Musk and Tesla for a  
15 product reveal event entitled “We Robot,” to launch Tesla’s new fully autonomous  
16 Robotaxi and Optimus humanoid robot products, with the event to take place the  
17 evening of October 10, 2024 from the Burbank lot (the “Event”). The Event posed  
18 high risk of violating Alcon’s exclusive rights on a science fiction motion picture  
19 property which Alcon and WBDI’s subsidiary, non-party WB Studio Enterprises,  
20 Inc. dba Warner Bros. Pictures (“Warner Bros. Pictures”), have a relationship  
21 about, but which Warner Bros. Pictures does not own, and which Alcon owns  
22 exclusively. The property is the copyrighted motion picture “Blade Runner 2049”  
23 (“BR2049”) and related elements. Musk and Tesla find the property irresistible.  
24 WBDI excluded Alcon from the Event process until six hours before the event was  
25 to begin, and handled the situation regarding Alcon’s rights improperly. Alcon’s  
26 rights were predictably violated: Musk and Tesla used Alcon’s exclusive property  
27 prominently in the Event, over Alcon’s denial of permission and strong objections.  
28 As a result, Alcon became unwillingly affiliated with Musk and Tesla, which

1 Alcon wanted to avoid and dislikes. Defendants refuse to remediate unless a court  
2 tells them they must. Musk and Tesla are a further threat to repeat the infringing  
3 conduct in the future if a court does not say they cannot.

4 **PARTIES**

5 ***Plaintiff***

6 3. Alcon is an independent motion picture and television production  
7 company whose products are distributed worldwide. Alcon is a limited liability  
8 company organized under the laws of the State of Delaware, with its principal  
9 place of business at 10390 Santa Monica Blvd., #250, Los Angeles, California  
10 90025.

11 4. Alcon produced BR2049 and has produced more than thirty other  
12 major motion pictures, including “The Blind Side” (which won the 2009 Academy  
13 Award for Best Actress), the “Dolphin Tale” series, the “Sisterhood of the  
14 Traveling Pants” series, “Book of Eli,” “P.S. I Love You,” “My Dog Skip,”  
15 “Prisoners,” and “The Garfield Movie.” Alcon also produces television, including  
16 the critically acclaimed television series *The Expanse*.

17 5. Alcon was founded in or about 1997. Since about 1998, Alcon and  
18 Warner Bros. Pictures (or predecessor entities to the current Warner Bros. Pictures)  
19 have had a close business relationship. Warner Bros. Pictures has been at least the  
20 domestic distributor of most of the thirty-plus major motion pictures which Alcon  
21 has produced since Alcon’s inception, including BR2049.

22 ***Defendants***

23 6. Tesla: Tesla is the well-known developer and manufacturer of electric  
24 automobiles, and the world’s largest automobile company by market capitalization.  
25 Musk is its CEO and controlling shareholder. Tesla’s brand focuses on  
26 autonomous driving capabilities and artificial intelligence.

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1           7.     The specific Tesla employees, contractors or agents tasked with  
2 interacting with WBDI and executing for Tesla on the issues involved herein  
3 included David Adametz (“Adametz”) (a video production marketing executive at  
4 Tesla) and Shara Lili (“Lili”), a Manager of Video Content for Tesla (also a video  
5 production marketing executive at Tesla).

6           8.     Plaintiff makes the allegations of this paragraph 8 on information and  
7 belief, subject to the need for discovery: One or both of Adametz and Lili, and  
8 possibly other Tesla employees, were in direct contact with the WBDI executives  
9 (or Warner Bros. Pictures executives acting under the direction of WBDI) about the  
10 Event issues herein. One or both of Adametz and Lili and possibly other Tesla  
11 employees were also in direct or indirect contact with Musk about the same issues.

12           9.     Musk: In addition to owning and operating Tesla, Musk also directly  
13 or indirectly owns and operates the social media platform X (formerly Twitter), the  
14 rocket and satellite company SpaceX, the neuroscience and cybernetics company  
15 Neuralink, and the artificial intelligence software development company X.AI  
16 Corp. (“X.AI”), among other ventures. X.AI runs “Grok,” described as “a free AI  
17 assistant ... [which] offers real-time search, image generation, trend analysis, and  
18 more.” <https://grok.com/>. At any given time, largely depending on Tesla’s stock  
19 price, Musk is the richest man in the world. Musk has become an increasingly  
20 vocal, overtly political, highly polarizing figure globally, specifically including  
21 U.S. consumers, and especially in Hollywood. Alcon presciently recognized that  
22 this was happening and getting worse at the time of the Event.

23           10.    WBDI: WBDI is one of the largest entertainment conglomerates in the  
24 world. WBDI is the specific corporate entity within the WBDI conglomerate  
25 which actually owns the Warner Bros. Studios lot in Burbank, California, including  
26 substantially all real property and improvements thereon, including without

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1 limitation telecommunications infrastructure and systems over which the Event  
2 presentation and its livestream were transmitted.

3 ***Relevant Non-Parties***

4 11. Warner Bros. Pictures: Warner Bros. Pictures is currently a subsidiary  
5 of WBDI. Warner Bros. Pictures (or predecessor entities thereto) has been one of  
6 the recognized “major” Hollywood motion picture studios for over a century.  
7 Warner Bros. Pictures became a WBDI subsidiary when WBDI was formed in or  
8 about April 2022, as part of a corporate spin-off and merger transaction between  
9 Warner Bros. Pictures’ prior parent company AT&T Inc. and the reality television  
10 conglomerate Discovery, Inc.

11 12. Warner Bros. Pictures and WBDI use “shared services” departments  
12 and they did so for the Event. Shared services departments are common among  
13 Hollywood studios. Shared services departments have personnel (often legal,  
14 financial, accounting, or human resources professionals) who may be ostensibly  
15 employed by, receive their paychecks from, and have titles only with, a single  
16 corporate entity in the larger conglomerate, but who in fact render services upon  
17 request or direction to a range of entities within the conglomerate.

18 13. WBDI and Warner Bros. Pictures Shared Services Licensing  
19 Executive Heath: WBDI directed that the matters at issue herein with respect to  
20 Tesla and Alcon be handled at least in part by shared services licensing executive  
21 Julie Heath (“Heath”). Heath is based in Burbank, California. Heath has been a  
22 studio contact and liaison for Alcon on motion picture licensing matters for many  
23 years, long before the 2022 creation of WBDI or the 2024 Event.

24 14. Heath told Alcon that she works for both Warner Bros. Pictures and  
25 WBDI. Heath’s communications to the outside world generally, and to Alcon  
26 specifically, ostensibly reflect her to be a WBDI representative, and that is  
27 consistent with how motion picture studios use shared services personnel. For  
28

1 instance, Heath's email address is a "wbd.com" address, reflecting the WBDI  
2 entity as opposed to the Warner Bros. Pictures entity, and the signature block on  
3 Heath's emails lists her company as WBDI and not as Warner Bros. Pictures, with  
4 the WBDI corporate logo, and not any logo of Warner Bros. Pictures.

5 15. In any event, Heath renders licensing and clearance services to WBDI,  
6 or on WBDI's behalf or at its direction (all as opposed to on behalf of, or only on  
7 behalf of, or at the direction of, or only at the direction of, Warner Bros. Pictures).  
8 Heath stated to Alcon's legal department that she was doing so (acting for WBDI)  
9 in connection with Heath's communications with Alcon and others about the  
10 communications alleged herein, and Alcon alleges that in fact she was.

11 16. SPE: Sony Pictures Entertainment Inc. ("SPE") is another recognized  
12 major Hollywood motion picture and television studio and Alcon's international  
13 distribution partner for BR2049. SPE had no involvement in the Event or the  
14 issues herein, except that SPE did address and deny an emergency Exhibit A  
15 international territory "clip license" request from WBDI and Tesla, as described  
16 further below. (There is no contention by Alcon that SPE engaged in any improper  
17 conduct; rather, SPE was properly protective of Alcon's rights.)

18 **PERSONAL JURISDICTION OVER DEFENDANTS**

19 17. Per Rule 4(k)(1)(A) of the Federal Rules of Civil Procedure, this Court  
20 has personal jurisdiction over any defendant who is subject to the jurisdiction of  
21 any California court of general jurisdiction. California's long arm statute, *Cal.*  
22 *Code Civ. Pro.* § 410.10, allows courts in the state to exercise personal jurisdiction  
23 over parties to the full extent permissible under the United States Constitution.  
24 Personal jurisdiction over the Defendants here is thus proper if it comports with  
25 due process. It does, including for the following reasons.

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***Personal Jurisdiction Over Tesla***

18. General Personal Jurisdiction: The Court has general or unlimited personal jurisdiction over Tesla. Tesla is currently incorporated under the laws of the State of Texas and its principal corporate office or headquarters is in Austin, Texas and has been since about December 2021. However, California was Tesla's original principal corporate office home state, from Tesla's inception in about 2003 until the December 2021 move to Texas. Tesla still maintains continuous and systematic contacts with California, including continuing to operate at least two major manufacturing plants in the state.

19. Specific Personal Jurisdiction: Additionally and/or in the alternative, the Court has specific or limited personal jurisdiction over Tesla. Alcon's claims arise out of Tesla's purposeful availment of the rights, privileges, and protections of doing business in California, and also arise out of Tesla's commission of tortious activity in California and purposeful direction of tortious conduct toward the forum state. Tesla committed the acts of infringement alleged herein, or substantial portions of them, in preparation for and during the course of the Event at WBDI's Burbank, California studio lot. The Event was personally conducted by Musk who is Tesla's founder, principal and Chief Executive Officer. Tesla's acts of copyright infringement and violations of the Lanham Act all constituted torts directed toward Alcon, a forum resident, and relate to the motion picture industry, which is of compelling interest to the forum state. Exercise of personal jurisdiction over Tesla also is reasonable and fair.

***Personal Jurisdiction Over Musk***

20. The Court has at least specific or limited personal jurisdiction over Musk as an individual. Plaintiff's claims against Musk arise out of his acts of purposeful availment of the benefits and privileges of conducting activities in California, including where he personally conducted the Event from the WBDI lot



1 in Burbank, California. Plaintiff's claims also arise out of Musk's commission of  
2 tortious acts while physically present in the forum state. His acts also constituted  
3 purposeful direction of tortious conduct to the forum, all for the same specific facts  
4 and reasons as described above regarding Tesla personal jurisdiction. Exercise of  
5 personal jurisdiction over Musk as an individual also is reasonable and fair. Musk  
6 has ample personal resources to defend himself in California court.

7  
***Personal Jurisdiction Over WBDI***

8 21. The Court has general or unlimited personal jurisdiction over WBDI.  
9 WBDI is incorporated under the laws of the State of Delaware and its principal  
10 corporate office or headquarters is in New York. However, WBDI has continuous  
11 and systematic contacts with California, including owning and operating one of  
12 Hollywood's oldest major motion picture and television lots: the Warner Bros.  
13 Studios lot which is located in Burbank, California.

14 22. Additionally and/or in the alternative, the Court has specific or limited  
15 personal jurisdiction over WBDI. Alcon's claims arise out of WBDI's purposeful  
16 availment of the rights, privileges, and protections of doing business in California.  
17 They also arise out of WBDI's commission of tortious activity in California and  
18 purposeful direction of tortious conduct toward the forum state. WBDI's  
19 involvement in acts of copyright infringement constituted torts directed toward  
20 Alcon, a forum resident. They relate to the motion picture industry, an industry in  
21 which the forum state has a compelling interest. Exercise of personal jurisdiction  
22 over WBDI also is reasonable and fair.

23  
**VENUE**

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***28 U.S.C. § 1391(b)(2) Venue as to all Defendants***

25 23. Venue is proper as to all Defendants pursuant to 28 U.S.C. §  
26 1391(b)(2), because a substantial part of the events or omissions giving rise to  
27 Alcon's claims occurred, or a substantial part of the property that is the subject of  
28

1 the action is situated, within this judicial district. The infringed property in  
2 question includes Alcon's copyright in BR2049 and ownership of BR2049-related  
3 marks and goodwill, which property is all located within this district for venue  
4 purposes, where Alcon has its corporate headquarters in Los Angeles, California.

5 ***Additional Venue Bases***

6 24. Venue also is proper as to WBDI and Tesla pursuant to 28 U.S.C. §§  
7 1400(a) and 1391(d). For venue purposes, Tesla and WBDI each reside in or may  
8 be found within this district. Tesla and WBDI each have continuous and  
9 systematic contacts with the forum state and this district specifically, including  
10 sufficient contacts with this district to establish personal jurisdiction in this district,  
11 if this district were treated as a separate state.

12 \*\*\*

13 25. **Note on the SAC's Information and Belief Pleading and**  
14 **Alternative Theory Pleading Conventions:** Plaintiff had virtually no  
15 involvement in the Event or its processes. Plaintiff has not yet had discovery.  
16 Plaintiff thus must plead some relevant facts on information and belief, subject to  
17 need for discovery. Some information and belief subjects have multiple plausible  
18 possibilities as to what happened, based on Plaintiff's information to date.  
19 Plaintiff thus makes some information and belief allegations under alternative  
20 theories. The SAC adopts the following presentation convention: The alternative  
21 theory which Plaintiff presently believes is the most likely alternative theory is  
22 labeled as "[Name of Factual Issue] **Alternative Theory 1**" and set forth in plain  
23 (non-italics) type. Secondary alternative theories on the same factual issue are  
24 labeled accordingly and then set forth in italics: "[Name of Factual Issue]  
25 **Alternative Theory 2:** *[Facts of alternative theory 2].*"

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**FACTS**

***Alcon Owns BR2049 and Related Elements Exclusively and Also Owns  
Some Rights in the 1982 Picture***

26. Alcon and Warner Bros. Pictures have a relationship that involves both the science fiction motion picture “Blade Runner,” released in 1982 starring Harrison Ford (“1982 Picture”), BR2049, released in 2017 starring Ryan Gosling, and related elements. However, except for shared non-exclusive ownership rights in the unregistered word mark “BLADE RUNNER,” they each own their respective rights exclusively. Alcon produced BR2049 and is the ultimate copyright owner of that work. Alcon also owns the exclusive right to make most types of derivative works of the 1982 Picture.

***Musk Was a Known High Risk to Disregard Intellectual Property Rights and  
Established Licensing Norms, Especially in the Marketing Context***

27. Musk’s disdain for intellectual property law is no secret, and it was not in the latter half of 2024, nor is it now. For instance, in a moment that received significant press coverage, on or about April 11, 2025, Jack Dorsey, the founder of Twitter (bought by Musk and renamed X), made a social media post advocating to “delete all IP law.” Musk publicly endorsed Dorsey’s anti-IP law post, responding to it with “I agree.” As one journalist reported, Musk’s endorsement of the Jack Dorsey post “drew scorn from the intellectual property community and was followed by posts from U.S. Patent and Trademark Office acting Director Coke Morgan Stewart extolling the virtues of trademark, patent and copyright protections.”<sup>1</sup>

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<sup>1</sup> Theresa Schliep, “Musk Supports Deleting IP Law, Attorneys Say Let’s Not,” *Law360*, Portolio Media, Inc., April 14, 2025, <https://www.law360.com/articles/2325003/print?section=ip>.



1        28. This incident occurred after the Event and filing of this action, but it is  
2 consistent with, and indicative of, numerous public expressions by Musk for many  
3 years that Musk does not believe IP law should exist or be enforced. Musk  
4 believes that IP law (patent law most specifically) is “for the weak” and restrains  
5 business and creative innovation, which Musk believes should be conducted on a  
6 kind of survival-of-the-fittest basis.<sup>2</sup> With respect to copyright law, for example,  
7 as recently as 2022, Musk said that copyright law “goes absurdly far beyond  
8 protecting the original creator” and some protective aspects of copyright law are a  
9 “plague on humanity.”<sup>3</sup>

10        29. Musk also has an affinity and exceptional talent for non-traditional  
11 marketing. He is a recognized master of communicating in memes, and he highly  
12 values them. “Who controls the memes controls the universe,” is a Musk tweet  
13 from 2020, for example.<sup>4</sup> Musk manifests this by leveraging his larger-than-life  
14 presence in the global infosphere to amplify interest in a product or topic with  
15 sometimes very short or subtle conduct or commentary. One of the tools Musk  
16 consistently uses is creation of unlicensed and often opportunistic public  
17 associations with well-known science fiction properties. For instance, Musk

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20 <sup>2</sup> See, e.g., Nicolas Vega, “Elon Musk says ‘patents are for the weak’ as he talks  
21 Starship rocket, tours SpaceX Starbase with Jay Leno,” CNBC.com, September 21,  
22 2022, <https://www.cnbc.com/2022/09/21/why-elon-musk-says-patents-are-for-the-weak.html>.

23 <sup>3</sup> See, e.g., Rachel Shin, “Elon Musk called copyright a ‘plague on humanity’ and  
24 now he’s being sued for \$250 million by music publishers who claim Twitter stole  
25 their content,” Fortune.com, June 15, 2023, <https://fortune.com/2023/06/15/twitter-sued-music-copyright-sony-universal-elon-musk-plague-on-humanity/>.

26 <sup>4</sup> See, e.g., Taylor Lorenz, “Elon Musk: Memelord or Memelifter?”, *New York Times*,  
27 published May 7, 2021, updated November 8, 2021,  
28 <https://www.nytimes.com/2021/05/07/style/elon-musk-memes.html?searchResultPosition=3>.



1 named SpaceX rocket models “Falcon” after the Millenium Falcon from the “Star  
2 Wars” motion pictures, and named other SpaceX vehicles after spaceships or other  
3 elements from the *The Culture* series of science fiction novels by Iain M. Banks.<sup>5</sup>

4 30. At the same time, Musk is infamous for not paying intellectual  
5 property owners for brand affiliation promotional and marketing uses in memes or  
6 similar social media material, even for uses where licenses are routinely expected  
7 by intellectual property owners and requested and paid for by commercial users  
8 other than Musk or his companies.<sup>6</sup>

9 31. Musk is well known for having applied all of these tendencies and  
10 talents to build Tesla into the largest car company in the world by market  
11 capitalization with almost no use of traditional paid advertising, in favor of non-  
12 traditional, and often arguably infringing, marketing, including strategic or  
13 opportunistic branding.

14 ***Musk and Tesla Has a Known and Persistent History of Specifically Exploiting***  
15 ***Elements of Both the 1982 Picture and BR2049 for Tesla Product Reveals***

16 32. As of the latter half of 2024, Musk and Tesla had a known tendency to  
17 make unlicensed associations with both the 1982 Picture and BR2049, and blurring  
18 the two works, to support strategic marketing of Tesla products. Musk’s and  
19 Tesla’s marketing playbook includes intentionally selecting product reveal events  
20 to take place at locations that naturally tie to one or both of the two motion  
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23 <sup>5</sup> See, e.g., Elizabeth Howell, “Elon Musk’s Cybertruck from Tesla Is Straight Out  
24 of Blade Runner and James Bond,” News, Space.com, November 23, 2019,  
25 [https://www.space.com/elon-musk-cybertruck-blade-runner-james-bond-  
inspiration.html](https://www.space.com/elon-musk-cybertruck-blade-runner-james-bond-inspiration.html).

26 <sup>6</sup> *Id.* (“[W]hen a brand uses a meme for marketing purposes, it generally asks for  
27 permission to share the image, and credits the owner. In many cases, the brand also  
28 pays. Mr. Musk, who is both a successful businessman and a freewheeling personal  
brand, appears to be an exception.”)

1 pictures, and then leveraging the association, including by making unauthorized  
2 public performances or displays of copyright-protected elements of one or both  
3 works. Until the events at issue here, Musk's literally copying of copyright  
4 protected in this way generally was of elements of the 1982 Picture.

5 33. In 2019, Musk and Tesla leveraged elements of both the 1982 Picture  
6 and BR2049 in this way to market Tesla's cybertruck. (See Exhibit H [compilation  
7 of 2019 Cybertruck marketing campaign posts and public responses and  
8 reactions].) Musk intentionally set the time and location of the cybertruck's reveal  
9 event to coincide with a time and location ("Los Angeles November, 2019")  
10 strongly associated with the 1982 Picture. (Exhibit H at H-10 and H-11; Exhibit G  
11 at G-1.)

12 34. Musk then employed a series of social media posts, some of them  
13 incorporating what Alcon believes to be -- absent Warner Bros. Pictures saying it  
14 gave Musk a license -- unauthorized literal copies of copyright-protected elements  
15 of the 1982 Picture, to frame the association. (See, e.g., Exhibit H at H-10 and H-  
16 11; Exhibit G at G-1 [1982 Picture story card].) Viral response followed. (Exhibit  
17 H, *passim*.) Musk stoked the association with the 1982 Picture and BR2049  
18 leading up to and after the reveal event. (*Id.*)

19 35. In the November 2019 cybertruck reveal event itself, Musk had a  
20 specific subjective desire to use BR2049 elements to set the cybertruck reveal  
21 event's theme. Through informal discovery processes, Alcon has located witnesses  
22 who were personally present during Musk and Tesla's production preparations at  
23 the SpaceX facility shortly before the commencement of the November 21, 2019  
24 cybertruck product reveal and its livestream. Alcon expects one or more of these  
25 witnesses will be able to testify that, in conduct that does not appear on the  
26 livestream recordings of the cybertruck reveal event available online, Musk did all

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1 of the following during the livestream production preparations for the cybertruck  
2 reveal event:

- 3 a. Musk repeatedly directed the live and livestream event production  
4 teams to make the cybertruck product reveal look and feel like, and  
5 evoke to the audience, a connection to “Blade Runner” (or  
6 “bladerunner” as Musk sometimes spells it). From context, Musk  
7 meant both the 1982 Picture and BR2049.
- 8 b. As part of encouraging and demonstrating to the production team what  
9 Musk wanted, Musk put on a trench coat or duster and vamped to the  
10 production team, pretending to be a “blade runner” (or, as Musk  
11 sometimes incorrectly puts it “the Bladerunner”).
- 12 c. Musk also encouraged his girlfriend at the time (Claire Boucher aka  
13 Grimes, who was physically present) to dress in costume reminiscent  
14 of BR2049’s Joi character. Musk said he specifically wanted Grimes  
15 to do so to set the theme of the event. She did. On livestream  
16 recordings of the cybertruck reveal event, Grimes can be seen opening  
17 the cybertruck product reveal costumed as a female toy-doll or toy-  
18 hologram type cyberpunk character reminiscent of Joi. So costumed,  
19 Grimes then introduces Musk as her “creator.” Compare:

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“Joi” Character in BR2049 at  
Runtime 0:43:57-0:44:03



Grimes in 2019 Cybertruck  
Product Reveal<sup>7</sup>



- d. Musk openly commented to the production team to the effect that he wanted Grimes do this intentionally to evoke a feel of and goodwill of “Blade Runner.” Because Musk and Grimes were talking about the Joi character, who appears in BR2049 and not in the 1982 Picture, Musk necessarily meant to be referencing BR2049.
- e. The frequency and intensity of Musk’s references to the 1982 Picture and BR2049 in the November 2019 cybertruck product reveal production planning meetings came across as obsessive; Musk

<sup>7</sup> Video of Grimes dressed reminiscently of a dancing hologram version of Joi in BR2049 to open the 2019 cybertruck reveal can be found online many places, including here: <https://www.youtube.com/watch?v=zfJBm7VTNKE>.



1 behaved as if the importance of evoking a look and feel of the one or  
2 both the two motion pictures in the cybertruck reveal was material to  
3 his strategy for the event, not merely incidental or optional.

4 36. Musk was successful in associating the cybertruck in the reveal event  
5 with not only the 1982 Picture, but specifically BR2049: press stories headlined the  
6 cybertruck reveal's association with "Blade Runner," with the body of the stories  
7 showing that the understood association included BR2049. (*See, e.g.*, Exhibit H at  
8 H-22 to H-24.)

9 37. Musk still fans and exploits the association to the present: in a sales  
10 promotion for Tesla products with President Trump in front of the White House in  
11 March 2025, Musk framed the cybertruck to the watching press corps as being  
12 Musk's answer to his own internal question "what kind of truck would Blade  
13 Runner [*sic*, "a blade runner"] drive?"<sup>8</sup>

14 38. In the White House marketing event, part of the context of why Musk  
15 says that he sees the cybertruck as the kind of a truck "blade runner" would drive  
16 relates to the cybertruck's steel grey design as an armored, bulletproof vehicle.  
17 This sense that the reason a "blade runner" would drive the cybertruck is partly  
18 because the cybertruck is a steel-armored, combat-ready vehicle has been a specific  
19 focal point of Musk's marketing of the cybertruck since at least late 2023. (*See*,  
20 *e.g.*, Exhibit I [compilation of materials showing persistence of Cybertruck-  
21 marketing association with both the 1982 Picture and BR2049 years after the 2019  
22 cybertruck product reveal event] at I-1.) As between the 1982 Picture's Deckard  
23 and BR2049's K, the sense that one of these two blade runners would be driving  
24 such a vehicle only really fits K: in the 1982 Picture, Deckard drives a car called  
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26 <sup>8</sup> *See, e.g.*, "President Trump promotes struggling Tesla as Elon Watches,"  
27 news.com.au, March 11, 2025, YouTube  
28 <https://www.youtube.com/watch?v=uGdd5JmNrFU> at 4:42-4:46.

1 the “56 Sedan,” which is the futuristic equivalent of a used car that looks dark  
2 purple on screen in the movie (and is actually bright orange) and Deckard never  
3 takes the car into combat; in BR2049, K’s car is steel grey, armed and armored,  
4 and K takes it into combat at least twice in BR2049’s story.

5 39. Musk’s persistent associations of Tesla and its products with elements  
6 of both the 1982 Picture and BR2049 have been effective to move some consumers  
7 to purchase Tesla products, including the cybertruck. For instance, *see* Exhibit I at  
8 I-31 (November 1, 2023 X post by a member of the public stating “I’m 55, The  
9 Blade Runner movie did influenced me a bit in placing an order for the Cybertruck  
10 LOL (I must admit, maybe Mad Max too LOL)”).

11 40. Neither Musk nor Tesla has ever sought any permissions from Alcon  
12 for any of the above conduct. Neither Musk nor Tesla ever paid Alcon for any of  
13 it, either. Tesla thereby effectively achieved, and still enjoys, an unlicensed  
14 affiliation between the cybertruck and BR2049 and its elements. (Exhibit H,  
15 *passim*; Exhibit I, *passim*.)

16 ***Alcon Has an Established Business Licensing Automobile Brand Affiliations***  
17 ***with BR2049 and K, and WBDI Knew This or Should Have***

18 41. For the nature and scope of Musk’s and Tesla’s marketing association  
19 of the cybertruck with BR2049 and K, Alcon would have required, and brands  
20 would have contracted to pay, substantial amounts to Alcon, or for Alcon’s benefit,  
21 possibly reaching into the tens of millions of dollars, if Alcon would have been  
22 willing to license the association at all (which Alcon would not have been willing  
23 to do with Musk or Tesla).

24 42. Brand associations between major automakers and popular Hollywood  
25 motion picture properties are recognized commercially as being both highly  
26 valuable and as requiring a license or permission from the relevant rights holder in  
27  
28

1 the motion picture property used.<sup>9</sup> Automakers have tried to do it without  
2 permission from, or any payment to, the motion picture creators in the past, but the  
3 judiciary has quickly shut that down. *See, e.g., Metro-Goldwyn-Mayer, Inc. v.*  
4 *American Honda Motor Co., Inc.*, 900 F.Supp. 1287 (C.D. Cal. 1995) (granting an  
5 injunction against Honda and its ad agency for evoking MGM's James Bond  
6 motion pictures in television advertisements for the then-new Honda Del Sol).

7 43. Responsible car makers and ad agencies ask permission from studios,  
8 or other rights holders, first, and, if permission is granted, negotiate and pay  
9 meaningful compensation to the relevant motion picture property rights holders.  
10 The dollar value, or other quantified value, of a deal often is determined largely by  
11 the number of seconds of direct on-screen association between such things as a  
12 specific car or character which appears in the motion picture and the automobile  
13 brand paying for the license. Differences of even a few seconds of such on-screen  
14 association might be intensely negotiated for weeks or even months, along with  
15 such issues as how many seconds must be consecutive (versus broken up) on  
16 screen.

17 44. During Alcon's 2016-2017 production of BR2049, there was a bidding  
18 process among numerous major automakers worldwide for the right to associate  
19 their respective brands with BR2049, K, and K's spinner. BR2049 features an  
20 automotive brand association as a result, including specifically with K and his  
21 spinner. The contract price for that brand association was a \$500,000 cash  
22 payment from the winning automobile brand to Alcon, plus a \$30 million media  
23 spend commitment from the automobile maker for a co-promotional marketing  
24 campaign for the benefit of BR2049, in exchange for ten (10) non-consecutive  
25

26 <sup>9</sup> *See, e.g.,* M. Graser, "Car Commercials Borrow From Movies to Make Their Own  
27 Stories," *Variety*, March 31, 2014  
28 <https://variety.com/2014/film/features/1201150512 -1201150512/>.



1 seconds of on-screen brand association time, as the time measure in BR2049 for  
2 that deliverable element of the deal.

3 45. Warner Bros. Pictures was involved in the process of seeking and  
4 considering automobile brand association partners during BR2049's production,  
5 and knows the importance of the market to Alcon, and knew it in the September  
6 2024 to October 2024 time frame relevant herein. WBDI used Warner Bros.  
7 Pictures shared services resources to relate to Tesla, Alcon, and others on the issues  
8 raised in this action. WBDI thus either knew what Warner Bros. Pictures knew  
9 about Alcon's automobile brand affiliation licensing business, or WBDI is  
10 chargeable with Warner Bros. Pictures' knowledge in that regard.

11 46. Alcon is still in the automobile brand affiliation licensing market for  
12 BR2049, and derivative works of BR2049 or the 1982 Picture, to the present. As  
13 of the latter half of 2024, Alcon was (and currently still is) in production on *Blade*  
14 *Runner 2099*, a BR2049-derived sequel or spin-off television series. As of the  
15 September to October 2024 time frame, Alcon was actively engaging with  
16 automotive brands for brand partnerships on that television project.

17 ***The Event and Musk and Tesla's Desire to Use Alcon's Exclusive Property In It***

18 47. Plaintiff makes the allegations of this paragraph 47 on information and  
19 belief, subject to need for discovery: In the latter half of 2024, Musk and Tesla  
20 approached WBDI about setting what became the Event on Warner Bros. Pictures'  
21 legendary Burbank, California studio lot. A substantial part of Musk and Tesla's  
22 subjective purpose in their expression of interest for such a relationship with WBDI  
23 was to facilitate repetition and amplification of Tesla's unlicensed association with  
24 elements of both the 1982 Picture and BR2049 to promote two new Tesla product  
25 lines: the Robotaxi (or cybercab) and Optimus humanoid robots.

26 48. WBDI is now the legal owner of the Burbank lot, following the 2022  
27 corporate merger that created the conglomerate. In the latter half of 2024, WBDI  
28



(or one or more WBDI subsidiaries as the nominal contracting party or parties) indeed entered into a business relationship with Musk and Tesla for the Event. Tesla agreed to pay and did pay WBDI a substantial monetary amount for the rights to conduct the Event on WBDI's Burbank lot.<sup>10</sup>

49. Plaintiff makes the allegations in this paragraph 49 on information and belief, subject to need for discovery: Especially considered on an overall basis with all the rights and resources being provided by WBDI to Tesla, and even aggregating all of the monetary payments promised and made by Tesla for all of the rights and resources provided to Tesla by WBDI for the Event, the monetary amount promised and paid by Tesla to WBDI (including all amounts paid by Tesla to WBDI subsidiaries) for the Event was less than what Tesla would have had to pay Alcon for a license to affiliate the Robotaxi with BR2049 and/or K, and still also be able to pay the minimum amount realistically possible for the other resources involved. In other words, the Event was a significant bargain for Musk and Tesla, at least if and to the extent that it enabled or facilitated Musk and Tesla making a brand affiliation between the Robotaxi and BR2049 or K.

50. Neither WBDI nor Tesla made any contact with Alcon about the Event, and Alcon knew nothing about it, until WBDI ultimately contacted Alcon about six hours before the Event's scheduled start, as discussed further below.

51. Plaintiff makes the allegations of paragraphs 51 and 52 on information and belief, subject to need for discovery: As part of the overall Event relationship terms, WBDI allowed Musk and Tesla effectively to review the WBDI conglomerate's intellectual property ("IP") content library, including Warner Bros. Pictures' IP, in order to pick and choose content they wanted for the Event.

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<sup>10</sup> Alcon does not know the precise amount with certainty, but there appears to be no dispute by Defendants that there was a such an agreed and performed payment term, and that the amount qualifies as substantial.

1        52. Pursuant to this arrangement, Musk and Tesla requested, and WBDI  
2 caused one or more of its subsidiaries, to enter into license agreements for Tesla to  
3 use elements of the following valuable IP content from the WBDI conglomerate  
4 library in the live (in-person, not livestreamed) portion of the Event: (a)  
5 “Westworld”; (b) “Mad Max”; (c) the Batmobile; and (d) the “56 Sedan” from the  
6 1982 Picture. With respect to the Batmobile and the “56 Sedan,” the agreement  
7 between WBDI (or the relevant WBDI subsidiary) was not just for a license, but  
8 for WBDI (or the relevant WBDI subsidiary) physically to provide, or to facilitate  
9 the provision from third parties, of the cars themselves to Tesla for the Event.

10       53. At some point during this shopping-in-the-WBDI-content-store Event  
11 preparation process, Tesla told WBDI that it wanted to use the image in Exhibit A,  
12 also shown in-line below, for Musk’s keynote speech at the Event:



21  
22       54. Exhibit A is an iconic image from BR2049. It is part of a core  
23 sequence in BR2049, additional images from which sequence are in Exhibit B.

24       55. WBDI knew or should have known that Tesla’s request to use the  
25 Exhibit A image in Musk’s keynote speech for the Event required rights held  
26 exclusively by Alcon. WBDI also knew or should have known that Alcon would  
27 care very much about the response to any BR2049 use request from Musk or Tesla  
28 and that Alcon be allowed to address the request on an fully informed basis.



1           56. WBDI tasked shared services personnel with handling Tesla's request.  
2 As discussed in prior paragraphs, as Alcon's domestic distributor for BR2049, and  
3 by virtue of actually being previously involved with Alcon in automobile brand  
4 affiliation licensing activities, Warner Bros. Pictures knew that Alcon would  
5 consider what Musk and Tesla wanted to do with Exhibit A to be an automobile  
6 brand marketing affiliation with BR2049 and its main character K, for which Alcon  
7 charges large license fees, if Alcon were willing to allow an affiliation at all. By  
8 well-established course of performance and course of dealing, Warner Bros.  
9 Pictures is not allowed even to communicate with an automobile brand about  
10 BR2049 brand licenses or affiliations without fully informing Alcon first and  
11 seeking Alcon's approval.

12           57. Warner Bros. Pictures also generally has been Alcon's domestic  
13 distribution partner on over thirty other major motion pictures over a period  
14 spanning more than twenty-five (25) years. Warner Bros. Pictures knows very well  
15 that Alcon is careful about product and brand associations: a license which would  
16 potentially associate Alcon or its property with a controversial company or person  
17 requires that Warner Bros. Pictures consult with Alcon first. By the latter half of  
18 2024, Musk and Tesla qualified as controversial beyond any doubt, even apart from  
19 their history of opportunism with the 1982 Picture and BR2049.

20           58. When WBDI and Warner Bros. Pictures received the Exhibit A use  
21 request from Tesla, they clearly should have either communicated a firm "no" to  
22 Musk and Tesla, or brought Alcon into the process immediately. Instead, in the  
23 terms of the "Tesla-shops-in-the-WBDI-content-store-to-prepare-for-the-Event"  
24 analogy suggested above, WBDI did almost the exact opposite. As discussed  
25 below, in the terms of the analogy, WBDI did the equivalent of putting the Exhibit  
26 A image into Tesla's shopping cart, and then moving Tesla into the checkout line.  
27 WBDI did this by pursuing an ill-advised plan that involved either intentionally or  
28



1 negligently misrepresenting the scope of Warner Bros. Pictures' BR2049 rights to  
2 Tesla, which plan crumbled six hours before the scheduled start of the Event.

3 ***WBDI's Ill-Advised "Clip License" Plan***

4 59. As part of Alcon's grant to Warner Bros. Pictures of BR2049 domestic  
5 distribution rights, Warner Bros. Pictures has some BR2049 "clip licensing" rights,  
6 but the rights could never be the basis to grant Tesla a valid license to use Exhibit  
7 A in Musk's Event keynote speech. "Clip license" rights (sometimes shortened to  
8 "clip rights") are sometimes granted by production companies to their distributors  
9 as ancillary rights to the overall distribution rights package. A "clip license" right  
10 is generally a right to grant licenses of usually (although not always) small amounts  
11 of material from a motion picture or other work (like a single still image from a  
12 motion picture) to third parties, for uses that are typically either entirely non-  
13 commercial, or at least which will not interfere commercially with other  
14 established types of licensing.

15 60. As of September and October 2024, Alcon and Warner Bros. Pictures  
16 had an at least eight (8) year history of dealing with each other on BR2049  
17 licensing issues. In all that time, Warner Bros. Pictures has never had or claimed to  
18 have authority to negotiate about a potential licensed affiliation by a major  
19 automobile brand with BR2049 or K without getting first getting Alcon's fully  
20 informed prior permission and approval. Warner Bros. Pictures has not even  
21 claimed the authority to use BR2049 elements without Alcon's permission in just a  
22 single paid televised (or livestreamed) advertisement for an automobile brand,  
23 without consulting Alcon. Or, if Warner Bros. Pictures ever has done any of that  
24 before, Warner Bros. Pictures knows very well that Alcon does not know of it, and  
25 that Alcon would be very surprised and unhappy to learn about it.

26 61. Even if Tesla's requested use were not effectively for an automobile  
27 brand affiliation license well beyond anything a "clip license" might ever cover,  
28